

COAL PURCHASE AGREEMENT

This Coal Purchase Agreement (the "Agreement") is made and entered into on October 10, 2016 ("Effective Date"), by and between Bluestone Energy Sales Corporation ("BESC"), 302 S. Jefferson Street, Roanoke, Virginia 24011 and FirstEnergy Solutions Corp ("FES"), an Ohio limited liability company. BESC and FES are sometimes referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, BESC and FirstEnergy Generation LLC (FEG) (as assignee of Monongahela Power Company ("Mon Power")) entered into that certain Coal Sales Agreement dated May 1st, 2016 (the "Coal Agreement") wherein BESC delivered and FEG purchased 130,771 tons of coal that was delivered into a designated stockpile (the "Stockpile") for FEG's benefit (the "Purchased Tons");

WHEREAS, the Coal Agreement was terminated by mutual agreement of the Parties on September 21, 2016 ("Termination Agreement");

WHEREAS, FEG assigned the title to the coal in the Stockpile to FES;

WHEREAS, as a result of recent discussions between the Parties' respective representatives, the Parties now agree that BESC shall purchase the Purchased Tons from FES and FES shall pay to BESC \$8.00 per ton, giving recognition to the activation and start-up expenses incurred by BESC in preparation for performance under the Coal Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties; FES and BESC, intending to be legally bound, agree as follows:

1. Purchase and Sale of Coal. Subject to the terms hereof FES shall supply to BESC, and BESC shall purchase from FES, the Purchased Tons.
2. Delivery. The quantity of Purchased Tons shall be received by BESC ratably to the extent possible and the Parties shall cooperate in good faith to establish a delivery schedule that shall reasonably accommodate the receipt of the Purchased Tons by BESC. The Parties contemplate the Purchased Tons will be received by BESC on or before January 31, 2017, but in no event later than February 28, 2017. If any Purchased Tons remain in the Stockpile as of February 28, 2017, then BESC shall pay FES for all such remaining Purchased Tons no later than March 7, 2016. FES will not be charged any additional storage fee for any Purchased Tons remaining in the stockpile after December 31, 2016. All loading and transportation costs shall be for the account of BESC.
3. Title. Title to the Purchased Tons shall at all times remain with FES until the Purchase Price is paid by BESC. Once the Purchase Price is paid, title shall transfer to BESC.
4. Purchase Price. The price for the Purchased Tons shall be \$40.00 per ton F.O.B. Stockpile. The Purchased Tons are being purchased on an As-Is Where-Is basis and FES makes no representations or warranties as to the quality of the Purchased Tons.
5. Invoicing. BESC shall submit invoices to FES each Monday during the term of this Agreement based on BESC's weighted average data for all coal shipped from Monday through Sunday of the prior week. BESC will pay to FES the invoice amount on or before Friday of the week the invoice is tendered. If any Party in good faith

reasonably disputes an invoice, it shall provide a written explanation to the other Party, within ten (10) calendar days of receipt of the invoice, specifying in detail the basis for the dispute and pay any undisputed portion no later than the due date. Upon resolution of any dispute involving an invoice, any additional amount owing shall be paid with interest. If any Party fails to pay amounts under this Agreement when due, unless such amount is the subject of a dispute as provided above, or is excused by an event of force majeure, in addition to the rights and remedies provided in this Agreement, the aggrieved party shall have the right to suspend performance under this Agreement until such amounts (plus interest if applicable) have been paid, and/or exercise any remedy available at law or in equity to enforce payment of such amount due (plus interest if applicable).

6. Weighing. The weights of the Purchase Tons received hereunder shall be determined by BESC by use of a scale system located at the Stockpile site. Weights taken in accordance with this Section shall be deemed accepted as correct (absent manifest error) and shall govern all invoicing and payments hereunder. Unless otherwise specified, the costs of weighing shall be for BESC's account.

7. Activation and Start-Up Cost Mitigation. Upon execution of this Agreement, FES shall pay BESC \$8.00 per ton for the Purchased Tons for a total sum of One Million Forty Six Thousand One Hundred Sixty Eight Dollars (\$1,046,168).

8. Governing Law. This Agreement shall be governed by the laws of the State of West Virginia without regard to conflict-of-laws principles.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original; but such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties by their respective duly authorized representatives have executed this Agreement as of the Effective Date.

BLUESTONE ENERGY SALES
CORPORATION

By: 

Its: Executive Vice President

Date: 10/10/2016

FIRSTENERGY SOLUTIONS CORP

By: 

Its: VP Fuel & Unit Dispatch

Date: 10/10/2016
